

The Tulalip Tribes of Washington



Request for Proposals

“Raising Hands” Video

RFP No. QCV – CP 09-0006

Issue Date: May 15, 2008

Submittals Due: Tuesday, June 2, 2009

The Tulalip Tribes of Washington

REQUEST FOR PROPOSALS

The Tulalip Tribes of Washington hereby invite you to submit a Request for Proposal in your area of expertise for this project.

SIGNATURE OF BIDDER'S DULY AUTHORIZED REPRESENTATIVE

THIS OFFER MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR. ANY ALTERATIONS OR ERASURES TO THE OFFER MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE. The undersigned acknowledges, attests and certifies individually and on behalf of the Offeror that: (1) He/she is a duly authorized representative of the Offeror, has been authorized by Offeror to make all representations, attestations, and certifications contained in the bid/proposal document and all addenda, if any issued, and to execute this bid/proposal document on behalf of Offeror; (2) Offeror, acting by its authorized representatives, has read and understands all bid/proposal instructions, specifications, and terms and conditions contained in this bid/proposal document (including all listed attachments and addenda, if any issued); (3) Offeror certifies that this bid/proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition; (4) Offeror is bound by and will comply with all requirements, specifications, and terms and conditions contained in this bid/proposal document (including all listed attachments and addenda, if any issued); (5) Offeror will furnish the designated item(s) and/or service(s) in accordance with the bid/proposal specifications and requirements and will comply in all respects with the terms of the resulting contract upon award; (6) OFFEROR WILL PROVIDE/FURNISH TULALIP TRIBES BUSINESS LICENSE NUMBER AND FEDERAL IDENTIFICATION NUMBER WITH BID SUBMISSION. I hereby acknowledge having received and duly considered the following addenda to the specification and the following revision or additions to the plans: Addenda No _____ to No. _____ Inclusive.

Bidder (COMPANY) Name _____ TULALIP Bus. Lic. No. & FED ID# (REQ'D) _____

Bidder Address _____

Authorized Signature _____ Date _____

Title of Authorized Representative _____

Contact Person _____ Phone _____ Fax _____

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A. Summary

These documents constitute a Request for Proposals (RFP) from prospective Video Design and Development companies for the digital video design, development and production services of the project described below.

The purpose and intent of the RFP is for the Tulalip Tribes of Washington to identify the “best value” proposer for the digital video design, development and production services of the Tulalip Tribes’ 2009 “Raising Hands” Video. The Tulalip Tribes will issue a negotiated Guaranteed Maximum Price Video Design and Development contract as a result of these efforts.

Project Number: QCV – CP – 09-0006

Project Name: “Raising Hands” Video design, development and production services

Project Location: Tulalip, Washington

Project Owner: The Tulalip Tribes of Washington

Project Manager: Ms. Marilyn Sheldon

Address: 8802 27th Avenue NE

Phone/Fax: (360) 716-5070 / (360) 716-0126

E-mail: msheldon@tulaliptribes-nsn.gov

This RFP invites Video Design and Development companies to submit qualifications and design concepts for the first phase of the selection process, along with a project budget and price proposal for the proposed design concept. Interviews may be conducted with Finalists to review the Team’s qualifications, concepts and budget. Our intent is to select the winning team based on a “best value” and “best qualified” assessment.

Teams must have an established record of performance in the delivery of digital video design, development and production services on similar scaled projects and demonstrate commitment to the successful completion of the project. Lead firms are encouraged to assemble a full team of sub-consultants sufficient to provide expertise required for the successful completion of the project.

Submitters shall label their Proposals “Raising Hands Video” and deliver them to the office of the Consolidated Borough of Quil Ceda Village – Administrative Office at 8802 27th Avenue NE, Tulalip, WA 98271-9694 by 2 p.m. on Tuesday, June 2, 2009. Final selection of a proposal and award of a contract is subject to approval by the Tulalip Tribes of Washington. The Tulalip Tribes reserves the right to cancel the RFP or to reject any or all Proposals if it is in the Tulalip Tribes’ interest to do so. The Tulalip Tribes may waive minor informalities contained in any Proposal.

All questions concerning this RFP are to be submitted in writing (via mail, facsimile, or email) to James L. Redfield (see paragraph A.6).

A.1 Services

The Video Production Company shall provide all digital video design, development and production services for the “Raising Hands” video for the Tulalip Tribes of Washington located in Tulalip, Washington.

A.2 Contract Type

This is a negotiated Guaranteed Maximum Price Contract for digital video design, development and production services using an accelerated 2-step best-value source selection process. The Tulalip Tribes may select and award to other than the lowest price offer. The Tulalip Tribes intends to award the entire scope of the contract (design, development and production services) to an individual Video Production Company. The Tulalip Tribes reserves its right to award or make no award at all.

A.3 Price

Video Production Companies shall submit a price proposal as part of their response to this RFP. The Tulalip Tribes may chose to make award to the successful Proposer at the proposed price, or may elect to enter discussions with a Proposer to arrive at a price.

A.4 Method of Payment

Progress payments shall be made for work in progress related to a schedule of values and milestone achievement. Advance payments may be authorized.

A.5 Period of Service

Video Production Company shall commence work within 10 days of contract award or notice to proceed, whichever is later. Total contract phases shall be complete no later than August 31, 2009.

A.6 Issuing Office

The Quil Ceda Village – Contract & Procurement Office is the issuing office for this Request for Proposal. QCV – Contract & Procurement Office is the sole point of contact for this RFP. Point of Contact for this RFP is:

James L. Redfield
8802 27th Avenue NE, Tulalip, WA 98271-9694
Fax: 360.716.0181
E-mail: jredfield@tulaliptribes-nsn.gov

Any questions should be addressed to the Point of Contact in writing either by facsimile or email. Questions shall be compiled and formal answers published as an addendum to this solicitation. No addendum is effective unless it is formally published by the QCV – Contract & Procurement Office.

A.7 Schedule of RFP Events

- ☐ RFP Document Availability Date: May 18, 2009
- ☐ Last Date for Questions, Requests for Clarifications and Request for Changes: seven (7) days prior to closing date for RFP submissions.

- ☐ Closing Date for Submissions: June 2, 2009
- ☐ Notification of Short-List (Finalists): June 8, 2009
- ☐ Tentative Week for Interviews: June 15, 2009
- ☐ Notice of Intent to Award: June 30, 2009
- ☐ Negotiated Guaranteed Maximum Price Contract Award: July 10, 2009

A.8 Submission Date

Proposals are due no later than Tuesday, June 2, 2009 at 2:00 pm local time.

A.9 Place of Submission of Proposals

Completed proposals shall be submitted to:

The Consolidated Borough of Quil Ceda Village
Administrative Office
8802 27th Avenue NE
Tulalip, WA 98271-9694

A.10 Proposal Submission

Proposals shall be submitted in the form as outlined in Section C. Proposals submitted in a format other than that specified will be considered nonresponsive and will not be considered.

A.11 Pre-Submittal Meeting

A recommended pre-submittal meeting, which is not mandatory, is scheduled for Wednesday, May 20, 2009 at 10:00 am at

The Consolidated Borough of Quil Ceda Village
Administrative Office
8802 27th Avenue NE
Tulalip, WA 98271-9694

A.12 Cost of RFP and Associated Responses

Except as outlined in this Section, this RFP does not commit the Tulalip Tribes to paying any expenses incurred by any Firm in the submission or presentation of a proposal, or in making the necessary studies for the preparation of a proposal, or in traveling to the site of the interviews.

B. The Project

B. 1 Project Scope and Background

This project will create a digital video in which the Tulalip Tribes of Washington will honor and educate others on several charitable organizations or enterprises that exemplify the Tulalip Tribes' giving and show the outside community that Tulalip Tribes not only care about their immediate community but also about outside communities region wide. The video will also educate others in showing that the Tulalip Tribes is here and they are about building a healthy, sustainable community.

Key program items:

- ☐ Members of the Tulalip Tribes' Data Service staff will shadow the video design, development and production's staff in all phases of the design, development and production phases of the video.
- ☐ All video production review and final submittals shall be prepared and submitted in 100% HD quality format.
- ☐ Selected Proposer will be required to contact and coordinate interviews with certain Tulalip Tribes' Board of Directors and various charitable organizations or enterprises. The Tulalip Tribes will provide the selected company with an interview contact list.
- ☐ Selected Proposer should plan for post editing requirements after the charitable event is held.
- ☐ Selected Proposer will be required to turn-over all unedited "B-roll" digital video footage at the completion of this Contract to the Tulalip Tribes.
- ☐ Selected Proposer shall plan for a design review and completion status meetings with representatives of the Tulalip Tribes at least once every other week commencing with issuance of a Notice to Proceed until Contract completion. Meetings shall be held in a mutually acceptable location to all parties.
- ☐ Selected Proposer shall submit at least five (5) unedited versions of the digital video which include previous review comments of the Tulalip Tribes for review and comment prior to final production of the video. The contractor shall allow 5 days for this review.
- ☐ All versions of the produced and unproduced digital video footage, including unedited "B-roll" video footage shall become the sole and exclusive property of the Tulalip Tribes, in the public and private domain, and not the property of the selected Proposer. The selected Proposer shall not copyright, or cause to be copyrighted, any portion of said videos prepared for or submitted to the Tulalip Tribes as a result of this solicitation.
- ☐ It is the responsibility of each proposer, before submitting, to examine thoroughly the RFP documents; consider tribal, federal, and local laws, ordinances and regulations that may affect cost, progress, and performance of the work; and to study and carefully correlate the proposer's knowledge and observations with the RFP documents and other related data.
- ☐ The project and all program elements shall be designed and performed to meet all applicable tribal, federal and local laws, codes, and ordinances, and will follow industry best practices. Acceptance of a proposal, whose terms are not in compliance with this requirement, unless specifically highlighted in the proposal, shall not relieve the video

design, development and production company of the requirement to comply and will not be the basis for any request to increase price.

C. Proposals

Responses to this RFP should not exceed a total of twenty (20) 8.5 x 11 pages, exclusive of cost information (section C.6 below). The response to the RFP must include:

C.1 Cover Letter (2 pages maximum)

Provide a signed cover letter from an authorized officer or director of the submitter, including an acknowledgement and acceptance of the Contract contained in Section F.

C.2 Similar Project Experience (5 pages maximum)

Include specific project citations with dates of completion and owner/ reference name and phone number. Projects should be both recent and relevant. Photographs of projects may be excluded from the page limit. Digital videos of similar design, development and production services as that being requested in this Request for Proposal may be submitted. The proposal should address:

- ☐ . Experience and understanding of digital video design, development and production.
- ☐ Experience with the design process for digital videos.
- ☐ Experience in design project administration.
- ☐ Experience in design, development and production oversight, project objectives and schedule adherence.
- ☐ Experience of the company's team together on similar projects.
- ☐ Experience in keeping exact expenses within budget.
- ☐ Knowledge of applicable tribal, Federal and local requirements and approvals process.

C.3 Key Team Member Qualifications (5 pages maximum)

Provide an organization chart showing the role and relationships of all Team members. Also indicate the primary individuals that will be working on this project, and their office location. Preference will be given to Indian-owned enterprises or organizations and the employment of "preferred" individuals.

Provide resume information for each key Team individual, including the Project Manager, Video Design Manager and Video Production Manager. Provide an indication of the individual's availability and commitment to the project through completion.

C.4 Project Understanding (4 pages maximum)

Provide a summary of key points of the project and your team's ability to address those points.

C.5 Additional Information (4 pages maximum)

Any additional information is to be included in this section, which the proposal may use to address any design options, or additional features or options the proposer would like to discuss.

C.6 Project Cost

In a separate sealed envelope labeled with the Proposer's name, please provide the total project cost proposal to develop, design and produce the digital video. Proposers are to provide a level of detail that will illustrate design, development and production costs, and any recommended phasing. Also provide in this section, a properly completed "Signature of Bidder's Duly Authorized Representative" form, and all Representations and Certification contained in Section E. This project will be awarded as a negotiated Guaranteed Maximum Price contract;

project costs included in the proposal should include all costs required to deliver a complete and usable digital video.

Macro-level costs should be grouped and presented as follows:

- ☐ Digital Video Development and Administrative Support.
- ☐ Digital Video Design and Technical Support.
- ☐ Digital Video Production Phase.
- ☐ Post editing of digital video after charitable event is held.

When preparing its cost proposal, the proposer should prepare its proposal such that costs for each level are segregated and understandable.

C.7 Proposal Scoring

Technical Proposals will be scored according to the following formula:

- ☐ Similar Project Experience (40 points)
- ☐ Key Team Members (40 points)
- ☐ Project Understanding (20 points)

All of the information listed above (lines C.1 through C.6) will be scored, and the scoring will be used as the basis to select a shortlist of Finalists. Once a list of Finalists has been determined from the Technical Evaluation, Finalists' Price Proposals will be opened and evaluated along with the Technical Proposal. At this stage, Technical Merit and Price are roughly equal in importance.

Shortlisted firms may be asked to present their qualifications, concept designs and their cost proposals at an interview. Interviews, if conducted, will be judged, and the scoring will factor into the final selection.

The Proposer should submit its best proposal initially as the Tulalip Tribes intends to evaluate proposals and make an award without discussions (except clarifications). Additionally, the Tulalip Tribes reserves the right to conduct discussions should the Tulalip Tribes deem it necessary. The Proposer's proposal, along with these RFP documents, will be incorporated into the final contract at award.

D. Contract Clauses

D.1 Clauses Incorporated by Reference

The following contract clauses are hereby incorporated by reference. Clauses incorporated by reference are considered to be incorporated into the contract as if written in full. Where a conflict exists between this document and referenced incorporated documents, the more stringent standard shall govern.

D.2 Application and Governing Law

1. The parties to the Contract shall comply with all applicable tribal, federal, state and local codes, statutes, ordinances and regulations in the performance of the Work of the Project.
2. The Tribal Court of the Tulalip Tribes of Washington shall have exclusive jurisdiction over any action or proceeding for any injunction or declaratory judgment concerning any agreement or performance under the Contract Documents or in connection with the Project. Any such action or proceeding arising out of or related in any way to the Contract or performance thereunder shall be brought only in the Tribal Court of the Tulalip Tribes of Washington and the Contractor irrevocably consents to such jurisdiction and venue. The Contract shall be governed by the law of the State of Washington.
3. The Tribal Court of the Tulalip Tribes of Washington shall be the exclusive jurisdiction for any action or proceeding for any injunction or declaratory judgment concerning any agreement or performance under the Contract Documents or in connection with the Project. The Tribal Court of the Tulalip Tribes of Washington shall be the exclusive jurisdiction for any action or proceeding by the Contractor for any money damages concerning any agreement or performance under the Contract Documents or in connection with the Project.
4. Other rights and responsibilities of the Contractor and the Tulalip Tribes of Washington are set forth throughout the Contract Documents and are included under different titles, articles and paragraphs for convenience.
5. The Tulalip Tribes of Washington, may maintain an action in its own name for violations of any law relating to the Project or for any injury to persons or property pertaining to the Work, or for any other cause which is necessary in the performance of the Tulalip Tribes of Washington's duties.
6. Nothing in this Contract, or any action taken by the Tulalip Tribes of Washington or any of its agents or employees in connection with this Contract shall be deemed to be a waiver of the sovereign immunity of the Tulalip Tribes of Washington unless such waiver is explicit and in writing, and fully complies with all tribal and federal requirements for the waiver of such immunity.

D.3 Definitions

"Contractor" means a successful Proposer with whom the Tulalip Tribes of Washington has entered into a Contract for the performance of Work on the Project in cooperation with other Contractors and persons and in accordance with the Contract Documents.

"Tulalip Tribes" see Tulalip Tribes of Washington.

"Tulalip Tribes of Washington" means the Owner or entity for whom the Project is being performed for.

"Days" if not preceded by any other designation means calendar days including weekdays, weekends and holidays, unless otherwise expressly specified to mean a "working" or "business"

day. "Working Days" are designated as the days that work is done or can be done on the project. "Business Days" means Monday through Friday excluding Tulalip Tribes holidays.

"Recipient" means the Tulalip Tribes of Washington.

"Proposer", "Offeror", "Contractor", and "Bidder" are used interchangeably.

D.4 Proposals Not Available For Public Inspection At The Opening

Only the names of the proposers shall be disclosed at the opening. Proposals will not be required to be open for public inspection until after the notice of intent to award a contract is issued.

D.5 Use of Proposal Forms

Proposers are required to use the furnished Proposal Forms. Please retain a copy for your records.

D.6 Protest of Specifications or Contract Terms

A proposer who believes proposal specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Tulalip Tribes. To be considered, protests shall be received at least five (5) calendar days before the proposal closing date.

The right to protest proposal specifications and/or contract terms is provided as a provision for "checks and balances" on the RFP. The Tulalip Tribes shall promptly respond to each written protest, and where appropriate, issue all revisions, substitutions, or clarifications via addendum(s).

Envelopes containing proposal protests shall be marked as follows:

**"RAISING HANDS" VIDEO
PROPOSAL SPECIFICATION PROTEST
PROPOSAL NUMBER, CLOSING DATE**

Protest of technical or contractual requirements shall include the reason for protest, supported by documented factual information, and any proposed changes to the requirement.

D.7 Signature on Proposal

Proposals shall be signed in ink by an authorized representative of the proposer.

Signature on a proposal certifies that the proposal is made without connection with any person, firm or corporation making a proposal for the same goods and/or services and is in all respects fair and made without collusion or fraud. Signature on a proposal also certifies that the proposer has read, fully understands and agrees with all proposal specifications, terms and conditions. No consideration will be given to any claim resulting from proposing without fully comprehending all requirements of the Request for Proposal.

Proposers shall only enter information within the proposal document where it is requested or required. Proposers shall not make any alterations to the Request for Proposal. Any proposal that has been altered may be rejected.

D.8 Proposal Withdrawals

No proposer may withdraw a proposal after the deadline set for proposal closing unless award is delayed for a period exceeding thirty (30) days.

D.9 Erasures and Correction

The RFP response must not contain any erasures or corrections unless the Proposer initials each change.

D.10 Late Proposals

Any proposal received after the hour and date specified will not be considered and will be returned unopened. It is the sole responsibility of the offering Proposer or Contractor to ensure receipt of proposals by the Tulalip Tribes in the specific location designated by the specified time.

D.11 Ownership of Proposal Documents

All digital videos, documents, reports, proposals, submittals, working papers or other material submitted to the Tulalip Tribes from the Proposer shall become the sole and exclusive property of the Tulalip Tribes, in the public and private domain, and not the property of the Proposer. The Proposer shall not copyright, or cause to be copyrighted, any portion of any of said documents submitted to the Tulalip Tribes as a result of this solicitation.

D.12 Investigation of References

The Tulalip Tribes reserves the right to investigate the references and the past performance of any proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. The Tulalip Tribes may postpone the award or execution of the contract after the announcement of the apparent successful proposer in order to complete its investigation. The Tulalip Tribes reserves the right to reject any proposal response or to reject all proposal responses at any time prior to the Tulalip Tribes' execution of contract, upon good cause and upon the Tulalip Tribes finding that it is in the tribes interest.

D.13 Intent to Award Notice

The Tulalip Tribes reserves the right to announce the Intent to Award prior to the formal award by a Proposal Tabulation Sheet by faxing or mailing the Proposal Tabulation Sheet to all Proposers. This shall serve as a notice to all Proposers of the Tulalip Tribes' intent to make the award to offer whose proposal represents the best value to the Tulalip Tribes. Proposers shall have five (5) business days within which they can view the proposal file(s) by appointment or request any clarifications, etc. concerning the award(s). After the expiration of this five (5) day period, the Tulalip Tribes shall proceed with the formal award of the contract(s).

D.14 Protest of Award

Proposers shall have five (5) business days, after the Tulalip Tribes announces their intent to award, within which to file a written protest. The protest must specify the grounds upon which the protest is based. The Tulalip Tribes will not accept protests submitted more than five (5) business days after the intent to award notice.

D.15 Prior Acceptance of Defective Proposals

Due to limited resources, the Tulalip Tribes generally will not completely review or analyze any proposal response which on its face fails to comply with the requirements of the proposal documents or which clearly is not the best proposal, nor will the Tulalip Tribes generally investigate the references or qualifications of those who submit such proposal responses.

Therefore, neither the return of a proposal response, nor acknowledgment that the selection is complete shall operate as a representation by the Tulalip Tribes that a response was complete, sufficient, or lawful in any respect.

D.16 Notice of Award

After expiration of the five (5) business day period and resolution of all protests, the Tulalip Tribes will proceed with final award. The successful proposer(s) will be given a notice of award following authorization by the Quil Ceda Village Deputy Manager.

D.17 Commencement of Work

Contractor shall commence no work under this contract until all certificates of insurance, as required in Section D, have been provided and a Notice to Proceed has been issued by the Tulalip Tribes.

D.18 Headings

The section headings in this Contract are included for convenience only; they do not give full notice of any portion of the terms of this Contract and are not relevant to the interpretation of any provision of this Contract.

D.19 Proposer Certifications

In addition to the representations and certifications required elsewhere in this Request for Proposal, the Proposer shall:

- (A) Proposer certifies that this proposal has been arrived at independently and has been submitted without any collusion designed to limit independent proposing or competition.
- (B) Proposer certifies compliance with State of Washington statutory requirements governing registration of corporations and/or assumed business names.

D.20 Disclosure of Conflict of Interest

All proposers shall disclose, on the Proposal, any relationship to the manager or person in charge of evaluating the contract performance. Failure to disclose such information may be grounds for termination of the contract.

D.21 Proposal Security

A Proposal Bond is not required for this project. Proposers shall certify their proposal including price is guaranteed for 90 days after solicitation closing. Contractor shall have ten (10) days to provide required certificates of insurance from the date of the Notice of Award. If the contractor fails to provide the required certificates of insurance, the Tulalip Tribes may terminate this contract under the defaults clause and may then award the project to another proposer.

D.22 Performance Bond and Payment Bond –NOT USED

D.23 Warranty of the Work

1. The Contractor warrants to the Tulalip Tribes that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by the Tulalip Tribes, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the Tulalip

Tribes, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of technically sound and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by the Tulalip Tribes and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to the Tulalip Tribes.

D.24 Method of Award

This is a best value source selection. The Tulalip Tribes may award to other than the lowest price proposer, if in the opinion of the Source Selection Board another proposal represents the overall best value to the Tulalip Tribes. The Tulalip Tribes reserves the right to withdraw any item(s) from award consideration if it is in the best interest of the Tulalip Tribes. The Tulalip Tribes intends to award only one contract to one proposer under this solicitation, but is not limited to doing so.

D.25 Contract Provisions Binding

The provisions of this contract shall be binding and shall supersede those of any other document concerning transactions conducted under this contract between CONTRACTOR and the Tulalip Tribes.

D.26 Contractor's Proposal Incorporated into Contract

Upon award, the contractor's proposal shall be incorporated as a binding part of this contract. Where exceptions with this solicitation may be noted in the contractor's proposal, these exceptions will be resolved prior to award.

D.27 Amendments

The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Tulalip Tribes' Authorized Representative.

D.28 No Oral Agreements

No oral agreements may change the terms of this contract or the work to be performed under this contract. All modifications, amendments, and changes to the contract must be in writing. The contractor shall take no action on a verbal directive that may increase cost or change the scope of this agreement. If the contractor believes they have been directed to take an action that will change the cost or scope of work, the contractor shall deliver written notice to the Tulalip Tribes and await written direction from the Tulalip Tribes' Authorized Representative.

D.29 Authority to Bind the Tulalip Tribes

After contract award, only the Tulalip Tribes' Authorized Representative shall have the authority to bind the Tulalip Tribes to any commitment that changes the cost or scope of this contract.

D.30 Responsibility for Damages/Hold Harmless

Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to

be done under this Contract, or from any act, omission or neglect of the Contractor, his subcontractors, personnel, or agents, and the Contractor shall indemnify, defend and hold harmless the Owner against any claims arising from said damage, injury, loss or expense.

D.31 Hazard Communication – NOT USED

D.32 Contact Person

Contractor shall designate one or more person(s) responsible for Contractor's work under this contract. Contractor shall provide to the Tulalip Tribes names, addresses and telephone numbers of such person(s) and shall keep this information current at all times.

D.33 Award to Foreign Contractor

If the Proposer is a foreign corporation, i.e., not incorporated under the laws of Washington, a Certificate of Good Standing from the Secretary of State showing the right of the Proposer to do business in the State; or, if the Proposer is a person or partnership, the Proposer has filed with the Secretary of State a Power of Attorney designating the Secretary of State as the Proposer's agent for the purpose of accepting service of summons in any action brought under this Contract. Contractors are directed to disclose foreign ownership or interests at time of proposal submission.

D.34 Security of Documents and Property

All Tulalip Tribes property, materials and documents and all personal property of the Tulalip Tribes employees are to be left undisturbed and are not to be handled, read or otherwise used by Contractor or Contractor's employees. Contractor shall consider all documents confidential. Any disclosure of confidential information or removal of Tulalip Tribes property by Contractor or Contractor's employees shall be cause for immediate contract cancellation. Any liability, including but not limited to, attorney fees, arising from any action or suit brought against the Tulalip Tribes because of Contractor's willful or negligent release of information, documents or property shall be borne by Contractor.

D.35 Silence of specification

The apparent silence of this specification and supplemental specification as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only materials and workmanship of first quality are to be used.

D.36 Liquidated Damages

Failure to complete the Project by the specified time will result in damages to the Tulalip Tribes. The parties to this contract agree that establishing the exact amount of damages the Tulalip Tribes will incur will be difficult. In order to compensate the Tulalip Tribes, the parties to this contract have estimated the amount the Tulalip Tribes would be damaged for every calendar day completion is delayed. Consequently, the Contractor agrees to pay the Tulalip Tribes the sum of \$2,000 per day, not as a penalty but as liquidated damages, for each day elapsed beyond the Completion date set forth in the proposal document. The total liquidated damages shall be deducted from the final payment due the Contractor. The Tulalip Tribes may waive its right to claim part or all of the liquidated damages due under this provision, but such full or partial waiver shall not negate or abridge any other right of action the Tulalip Tribes may have to enforce the provisions of this Contract. Contractor will not contest such sums as being other than a reasonable measure of delay damages in the event those damages become payable under these provisions.

D.37 Project Schedule

The following milestone Project schedule shall apply to design, development and production services performed under this Contract:

- ☐ Notice of Intent to Award: June 30, 2009
- ☐ Negotiated Guaranteed Maximum Price Contract Award: July 10, 2009
- ☐ Progress report – 50% design completion no later than July 31, 2009
- ☐ Progress report – 90% design completion no later than August 21, 2009
- ☐ Submission of final production digital video – no later than August 31, 2009

D.38 Schedule of Prices

Within ten (10) days of a Notice of Intent to Award is issued, the contractor shall submit to the Tulalip Tribes for a approval a detailed Schedule of Prices for design, development and production services. The Schedule of Prices shall be linked to the milestone Project schedule items depicted in line D.36 Project Schedule and shall be balanced to reflect anticipated costs and activity values. The Tulalip Tribes reserves the right to disapprove any submitted Schedule of Prices that contains values that appear to disproportionately distribute costs across activities.

D.39 Progress Payments

Payment will only be made for completed work in place as linked to the Schedule of Prices. Payment of Progress Payments does not equal acceptance of work. The Tulalip Tribes may withhold payment or portions of payment for work not completed, to ensure payment to subcontractors and suppliers, to ensure payment of wages, and/or if satisfactory progress is not being made to protect the Tulalip Tribes.

D.40 Final Payment

Final Payment will only be made upon successful completion of all work including punch-list items, and certification that all subcontractors, suppliers, and employees have been paid for work on the contract.

D.41 Review and Acceptance

Review of work by the Tulalip Tribes, and payment for work completed does not imply acceptance of work, and does not relieve the contractor of the requirement to provide a complete and useable digital video.

D.42 Access to Records

The following access to records requirements apply to this Contract:

1. The Tulalip Tribes shall have the right to examine all books, records, documents and other data of the Contractor and of the Contractor's Subcontractors and Material Suppliers related to the bidding, pricing or performance of the Work, including without limitation, related to any Proposals and request for equitable adjustment of the Contract.
2. The right of inspection, audit and reproduction shall extend to all documents necessary to permit intelligent evaluation of the cost of pricing data submitted along with the computations and projections used therein.
3. The above referenced materials shall be made available at the office of the contractor, subcontractor or material supplier, as applicable, at all reasonable times for inspection, audit and reproduction until the expiration of seven (7) years after the date of acceptance of the Project by the Tulalip Tribes.

4. To the extent that the contractor, subcontractor or material supplier, as applicable, informs the Tulalip Tribes in writing that any documents copied by the Tulalip Tribes are trade secrets, the Tulalip Tribes shall treat such documents as trade secrets of the contractor, subcontractor or materials supplier, as applicable. In the event any dispute arises with any other person about whether such other persons should be given access to the documents, the contractor, subcontractor or material supplier, as applicable, agrees to indemnify the Tulalip Tribes against all costs, expenses, and damages, including without limitation attorney fees, incurred by reason of that dispute.

5. If the Contract has been terminated, in whole or in part, the records relating to the Work terminated shall be made available to the Tulalip Tribes for a period of seven (7) years from the date of any applicable final settlement.

6. Records which relate to any dispute, litigation, or claim arising out of the performance of the Work shall be made available until such dispute, litigation or claim has been finally decided or settled.

D.43 Civil Rights

The following requirements apply to the underlying contract:

1. Nondiscrimination

(A) During the performance of the Contract, the contractor agrees that in the hiring of employees for the performance of Work, including without limitation Work to be performed by a subcontractor, no contractor or subcontractor, and no person acting on behalf of the contractor or subcontractor, shall, by reason of race, religion, national origin, age, sex, disability, or color, discriminate against any citizen in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

(B) The contractor further agrees that no contractor or subcontractor, and no person acting on behalf of the contractor or subcontractor, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work on account of race, religion, national origin, age, sex, disability, Vietnam era Veteran status or color.

(C) Notwithstanding any other provisions of this Request for Proposal the contractor agrees that the contractor will fully cooperate with the Tulalip Tribes' TERO Compliance Officer, with any other official or agency of the Tulalip Tribes or federal government which seeks to eliminate unlawful employment discrimination, and with all other Tulalip Tribes and federal efforts to assure equal employment practices under the contract.

(D) In the event of the contractor's noncompliance with the nondiscrimination clauses, the contract may be terminated or suspended in whole or in part, and the contractor may be declared not responsive or responsible for further Tulalip Tribes contracts or such other sanctions as provided by law.

2. Affirmative Action

(A) Notwithstanding any other provisions of this Request for Proposal the Tulalip Tribes of Washington's Board of Directors has the authority to require those employers subject to Tribal Employment Rights Ordinance No. 60 and applicable federal laws and guidelines, to give preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting, and those contractors subject to Tribal Contracting Ordinance No. 89 to give preference to Indians in contracting goods and services and must comply with Ordinance Nos. 60 and 89 and the rules, regulations and orders of the TERO Commission.

(B) Notwithstanding any other provisions of this Request for Proposal each contractor must fully comply with the Tulalip Tribes' Tribal Employment Rights Program in hiring and or

contracting for employment as defined in Tribal Employment Rights Ordinance No. 60 and in contracting for goods and services as defined in Tribal Ordinance No. 89.

D.44 Preference in Contracting for Goods and Services

1. This RFP and the resulting Contract are subject to the Tulalip Tribes' Tribal Employment Rights Ordinance No. 60 and Tribal Contracting Ordinance No. 89 requirements. The proposer is responsible for abiding by the requirements of these ordinances and give preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting, provide Indian preference in contracting goods and services and must comply with the rules, regulations and orders of the TERO Commission and provide

2. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 14 days after the contractor's receipt of payment for that work from the Tulalip Tribes. In addition, the contractor is required to return any retainage payments to those subcontractors within 14 days after the subcontractor's work related to this contract is satisfactorily completed.

3. The contractor must promptly notify the Tulalip Tribes, whenever a "preferred" employee, subcontractor or material supplier performing work related to this contract is terminated or fails to complete its work, and must engage another "preferred" employee, subcontractor or material supplier to perform at least the same amount of work. The contractor may not terminate any "preferred" subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Tulalip Tribes.

E. Representations and Certifications

E.1 Verification of Responsibility

The Tulalip Tribes reserves the right to investigate and evaluate, at any time prior to award and execution of the contract, the lowest proposer's (apparent successful offeror's) ability to perform the contract. Submission of a signed offer shall constitute approval for the Tulalip Tribes to obtain any information the Tulalip Tribes deems necessary to conduct the evaluation. The Tulalip Tribes shall notify the apparent successful offeror, in writing, of any other documentation required. Being a responsible proposer may include having the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise to perform the contract. Contractor shall have a satisfactory record of contract performance. The Contractor shall also have a satisfactory record of integrity. The Contractor is to be qualified legally to contract with the Tulalip Tribes of Washington. Failure to promptly provide any requested information may result in proposal/proposal rejection.

The Tulalip Tribes may postpone the award of the contract after announcement of the apparent successful offeror in order to complete its investigation and evaluation. Failure of the apparent successful offeror to demonstrate responsibility may render the offeror non-responsible and shall constitute grounds for offer rejection.

F. Contract Agreement

F.1 Contract Agreement

QUIL CEDA VILLAGE SERVICES – CONTRACTOR AGREEMENT

1. This agreement is entered into this ____th day of ____ 2009, between the Quil Ceda Village Charitable Contributions Department, 8802-27th Avenue NE, Tulalip, WA 98271, hereinafter referred to as the Village and _____ hereinafter referred to as CONTRACTOR. The Village and CONTRACTOR hereby agree that the CONTRACTOR shall provide services to the Village for a specified period of time and for a negotiated Guaranteed Maximum Price as stated herein.
2. The period of time for this agreement **shall begin the ____th day of ____, 2009 and shall be complete by the 31st day of August 2009.**
3. Compensation: Payment for services under this agreement shall be on a billable rate schedule for a Guaranteed Maximum Price basis. Guaranteed Maximum Price Payment for the completed project shall not exceed _____ dollars.
4. The Village's Project Manager authorized to implement the terms and conditions of this agreement is designated as _____, Charitable Contributions department.
5. **Scope of Work:** See Request for Proposal.
- 6.a. The Village shall make payment for a phase to the CONTRACTOR no later than thirty (30) days after the Village's accounting department begins processing CONTRACTOR's invoice for that work. Such processing shall begin after CONTRACTOR presents the invoices and deliverables to the Village's authorized representative and the authorized representative submits written approval to the accounting department for payment based on an inspection of the work. Ten percent (10%) of the total agreement amount may be withheld pending presentation and certified acceptability of a final progress report or deliverable. Payment by the Village does not constitute a waiver of any claims by the Village against CONTRACTOR concerning or arising out of this agreement. Acceptance of final payment by CONTRACTOR constitutes a waiver of all claims by CONTRACTOR.
- 6.b. CONTRACTOR agrees to maintain for inspection by the Village for seven (7) years after final payment all books, records, documents, and other evidence pertaining to the costs and expenses of this agreement, hereinafter collectively called, "records", to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, supplies, and services, and other costs of whatever nature for which reimbursement is claimed under the provisions of this agreement.
7. Any and all reports, data, findings or other materials or deliverables under this agreement shall become the property of and remain under the sole proprietorship of the Village. CONTRACTOR will keep all information learned under this agreement confidential and will not release any such information, either orally or in writing, to parties other than the Village, its agents, contractors or employees without the express written permission of the Village.
8. The Village and CONTRACTOR each binds themselves and their partners, agents, assigns, successors and legal representatives of such other party to this agreement and to the partners, successors and legal representatives of such other party with respect to all terms and conditions of this agreement.

9. Neither the Village nor CONTRACTOR shall delegate, assign, sublet or transfer their duties or interest in this agreement without the written consent of the other party. Any such assignment, sublet, delegation or transfer shall be subject to the same terms and conditions as this agreement.

10. This agreement, including its referenced exhibits, represents the entire and complete agreement between the parties and supersedes all prior negotiations, representations, or agreements either written or oral and may be amended or modified only in writing signed by both parties. Nothing whatsoever in this agreement constitutes or shall be construed as a waiver of the Village's sovereign immunity. This agreement shall not be valid unless each and every Village signature designated below is affixed.

11. Services under this agreement are provided by CONTRACTOR acting in a consulting or personal services capacity and not as a Village employee. CONTRACTOR is not entitled to any payments not expressly stated herein for any fringe benefit whatsoever. CONTRACTOR acknowledges that CONTRACTOR is responsible for all applicable federal and state taxes, unemployment and labor and industries coverage. CONTRACTOR certifies that CONTRACTOR: (a) possesses all of the skills and tools necessary to perform services; (b) will establish their own specific hours for performing services; and (c) will determine their own location for performing services.

12. In the event payment for services under this agreement is made from federal or state funds, CONTRACTOR shall abide by all applicable federal and state laws and regulations governing such funds which laws and regulations are hereby incorporated by reference. Any rights of the CONTRACTOR are subject to the limitations on and availability of such funds to the Village. The CONTRACTOR shall, whether or not federal or state funds are involved, without additional expense to the Village, comply with all applicable laws and obtain all required licenses and permits necessary to execute the provisions of this agreement. CONTRACTOR shall file all required returns and notices. When working on the TULALIP Indian Reservation, CONTRACTOR shall comply with all Tribal laws. Before commencing work, CONTRACTOR shall obtain all required Tribal licenses and permits. CONTRACTOR shall indemnify and hold the Village and the Tulalip Tribes of Washington harmless from any and all costs, liabilities, or obligations by reason of the failure of CONTRACTOR or his or her employees, agents, subcontractors or assigns to comply with any applicable law.

13. CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, or handicap, with regard to employment upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training. Notwithstanding the foregoing, the CONTRACTOR shall provide preference in employment and subcontracting to enrolled members of TULALIP and members of the TULALIP community as well as enterprises or businesses wholly-owned by TULALIP or its members in accordance with TERO Ordinance # 60 as it now exists or may be hereafter amended.

14. CONTRACTOR shall defend, indemnify and hold harmless the Village, its employees and agents against all loss, damage, liability, claims, lawsuits demands, or costs arising in connection with this agreement. CONTRACTOR shall reimburse the Village for all costs reasonably incurred to defend the Village against such claims through attorneys of the Village's choice.

15. CONTRACTOR shall promptly notify the Village of any litigation arising from or affecting its operations under this agreement, including any bankruptcy or insolvency proceedings of CONTRACTOR or of its assignees or subcontractors. The CONTRACTOR shall not assign its rights under this agreement without first obtaining the Village's written approval.

16. CONTRACTOR shall not be entitled to any interest on any amount found due and owing hereunder, whether before or after judgment, but shall, at most, only be entitled to the amount specified in paragraph number three.

17. The negotiation and execution of this agreement shall be deemed by the parties to have occurred within the TULALIP Indian Reservation and any interpretation thereof shall be in accordance with the laws of the Quil Ceda Village.

18. The Village may terminate this agreement on ten days written notice and in such case CONTRACTOR shall only be entitled to payment for work performed prior to receipt of said notice. Additionally, the Village may immediately suspend operations under this agreement by written notice of any breach. Suspension shall continue until the Village's authorized representative certifies in writing that the breach is remedied. If CONTRACTOR is still in breach after seven days from the notice of suspension, the Village may, without further notice, terminate all rights of CONTRACTOR under this agreement.

19. Any failure by the Village to suspend or terminate this agreement in case of breach shall not waive CONTRACTOR's duty to perform strictly in accordance with this agreement. Failure by CONTRACTOR to perform on its part any duty, term or condition herein shall constitute a breach.

20. Any notice sent under paragraphs 18 - 19 may either be sent by personally giving a copy thereof to CONTRACTOR or its agents, employer or contractors or mailing a copy to the address set forth below.

21. The failure of the Village to assert any claim or right at any time under this agreement shall not waive its right to assert any claim or right at a later time.

22. The Village's authorized representative shall be allowed to observe any work done by the CONTRACTOR which is covered by this agreement.

Signed and executed this ___th day of ___, 2009 by:

QUIL CEDA VILLAGE:

CONTRACTOR:

John McCoy
General Manager, Quil Ceda Village

Signature of CONTRACTOR
Address: _____

Phone #: _____
Tulalip Business License #: _____
Federal Identification #: _____

Exhibits: Notice to Proposers
 Confidentiality Agreement
 Request for Proposals

F.2 Confidentiality Agreement

The Tulalip Tribes of Washington

CONFIDENTIALITY AGREEMENT

Upon award of a Contract the successful Proposer shall provide the Tulalip Tribes of Washington with a completed and signed Confidentiality Agreement as set forth herein. Successful Proposer shall also provide the Tulalip Tribes of Washington with a Confidentiality Agreement completed and signed by all lower tier contractors and or suppliers whom may perform Work on the Project.

I / we, the undersigned, have been provided certain confidential and proprietary information ("*Confidential Information*") regarding the Tulalip Tribes of Washington for the Project identified as "Raising Hands" Video Project ("*Project*"). "*Confidential Information*" shall include, without limitation, all financial information, data, materials, products, manuals, business plans, marketing plans, Project design documents, or other information disclosed or submitted orally, in writing, or by any other media.

The undersigned acknowledges that this Confidential Information is sensitive and confidential in nature, and that the disclosure of this information to anyone not part of this agreement would be damaging to the Tulalip Tribes of Washington.

In consideration of the premises herein contained, I / we understand and agree that I / we will not disclose any "*Confidential Information*" regarding this "*Project*" to any person(s) not privy to this agreement. Furthermore, I / we will not disclose any of this information directly or indirectly to any competitor of the Tulalip Tribes of Washington.

Agreed to and accepted:

Signature: _____

Title: _____

Printed Name: _____

Date: _____

[Notary Seal]

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My Commission expires: _____